

# 2023 GRAND RAPIDS FOODIE FEST

## SHARED TENT RETAIL VENDOR AGREEMENT

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[GrandRapidsFoodieFest.com](http://GrandRapidsFoodieFest.com)

This Retail Merchandise Vendor Agreement (“Contract”) is entered into the day and year stated below by and between the **GR Foodie Fest** named below (“GRFF”), and the vendor named below (“Vendor”) for rental of designated space for Vendor’s sole use (“Space”) for the term of the 2023 Grand Rapids Foodie Fest event. Vendor certifies that Vendor is primarily offering retail merchandise for sale at this event.

### 1. Grand Rapids Foodie Fest Event

Dates: June 30th thru July 2<sup>nd</sup> 2023

Times: Friday: 3:00pm - 11:00pm, Saturday 11am - 11:00pm, Sunday 11pm – 6:00pm

### 2. Vendor

VENDOR NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

MOBILE #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

Website or Facebook: \_\_\_\_\_ ☺ for listing on the festival website ▲

SHARE AS MUCH AS YOU CAN ABOUT YOUR BUSINESS, WHAT PRODUCTS DO YOU SELL?

(Include pictures with application of products)

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### **3. SPACE AND PAYMENT**

- (a) **Vendor** will pay the **GRFF** the vendor payment for a *space located in a 30x30 tent*. The space will be shared with other small-owned businesses. ”. **SUCH SUM WILL BE PAID ON OR BEFORE May 1, 2023.**
- (b) Such sum will secure **Vendor** for only that Space.
- (c) If **Vendor** should not make the aforesaid payment by the date set forth above, the **GRFF** shall have the option to declare this Agreement null and void and assign **Vendor's** Space to another party.
- (d) If after making the aforesaid payment, **Vendor** withdraws from participation in the Fest, such payment will be considered forfeited to the **GRFF** in its entirety and no part of such payment shall be refunded to the **Vendor**. The **GRFF** may, at its option, transfer use of and access to the **Vendor's** Space to another party.
- (e) If said **Vendor** vacates vendor space before the end of the Fest, a **\$250.00** per day penalty will be assessed. **Vendor** will be responsible for paying the penalty within 48 hours after receiving an invoice from GRFF. If a vendor sells out of their products, the vendor must still occupy their space for “advertising purposes” or be subject to the penalty stated before.
- (f) Upon acceptance of this Contract and receipt of the required payment, the **GRFF** will grant Vendor the right to use a designated space during the 2023 Grand Rapids Foodie Fest. This Contract does not create an employee-employer relationship between the parties; Vendor is solely responsible for all activities within the Space.

**Fee: Standard Booth - \$200**

Includes: Space under 30x30 tent  
1 - 6 ft banquet tables  
2 - folding chairs

Please note that all tables and chairs have to stay within the boundaries of each booth.

**(Check which payment option you choose)**

- **Option One (Flat Fee):**
- **\$200.00 in total, up front, billed via digital invoice.**
  
- **Option Two (3 Payment Installments):**
- **\$200 split into 3 \$67 payment installments, \$67 up front, billed via digital invoice.**
  - Payment installment due dates will be split between vendor acceptance date + payment in full due date (on or before May 1st, 2023)

**Electrical Power:** Electric can only be made available in certain areas. It cannot be provided unless specifically requested and ordered prior to the event. **3 110 (15 amp) circuits can be provided upon request, if more than 3 is required it is \$15 per additional circuit.** Please list ALL electrical equipment you will be using and insert number if more than one.

Circuits requested: \_\_\_\_\_

**4. Laws and Permits**

- A. Vendor must comply with all relevant local codes and regulations, and state and federal laws with regard to the use of the designated Space.
- B. Vendor is responsible for obtaining and paying for any and all business licenses, permits, and taxes that are required for its operation, including city, county and state sales taxes.

**5. Vendor Responsibilities; Vendor Conduct; Use of Space**

- A. Vendor is responsible for all sales taxes on items sold and for reporting and paying sales taxes to the appropriate government agencies.
- B. Vendor is responsible for the security and safety of Vendor’s equipment, money, supplies, and related items.
- C. Vendor's use of the Space is non-transferable. Vendor may not allow anyone else to use the Space without the prior express permission of **GRFF**.
- D. Vendor is prohibited from taping, stapling, nailing, hanging or attaching, in any manner whatsoever, items to the tent and shall be held liable for any damage to the tent, frame or canopy.

**6. Indemnification and Release**

For good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, Vendor hereby agrees to release and hold **GRFF**, its officers, directors, employees, and agents harmless from any and all claims arising from any injuries, losses or damages, whether a person or property, caused by the negligence of Vendor, its employees and agents. Further, Vendor agrees to indemnify and hold the **GRFF** harmless from and against any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever including, but not limited to, the cost of reasonable attorney’s fees which the **GRFF** may be required to pay, sustain, suffer or incur by reason of or in connection with the operation of Vendor at the Grand Rapids Foodie Fest extending from set up, during all times of the Fest, through the complete teardown of Vendor’s operation.

**7. Reservation of Rights**

- A. The **GRFF** reserves the right to approve all items sold by Vendor.
- B. The **GRFF** reserves the right to impose additional rules and regulations as the **GRFF** deems necessary.

May we include your firm in our social media advertising?      Yes \_\_\_\_\_ No \_\_\_\_\_  
 Will you post about the Foodie Fest on your social media?      Yes \_\_\_\_\_ No \_\_\_\_\_  
 Would you like to be supplied with: Posters \_\_\_\_\_ Flyers \_\_\_\_\_ Banner \_\_\_\_\_

**Banner Exchange Program:** Display our Banner at your location for a period of 2 weeks prior to the Event, and we will display your Banner on the Festival grounds **Free of Charge!**

*Any balance must be paid in full on or before **Two Weeks of Acceptance**. Any unpaid balance may result in forfeiting your Space, relocating you to a different location and/or the cancellation of this Contract and forfeiture of your deposit. Invoice will be emailed following acceptance of application.*

\_\_\_\_\_  
(Vendor sign here)

\_\_\_\_\_  
(GRFF Staff sign here)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



## SHARED TENT - RETAIL VENDOR PACKET INSTRUCTIONS & CHECKLIST

Special Due Dates for Small Business Vendor Applications

- Application Submission (Fully Completed)
- If selected for participation – Vendor payment will be due *within two weeks of acceptance letter and invoice issue.*

**All required information must be included in the application.**

Return completed forms by email:  
**[info@grandrapidsfoodiefest.com](mailto:info@grandrapidsfoodiefest.com)**